

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW HAMPSHIRE**

In Re: Patrick Lawrence Bowden	Case Number 19-10696-BAH Chapter 7
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WELLS FARGO BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BANC OF AMERICA ALTERNATIVE LOAN  
TRUST 2005-6 MORTGAGE PASS-THROUGH CERTIFICATES,  
SERIES 2005-6 AND/OR ITS SUCCESSORS AND ASSIGNS,

Movant.

v.

PATRICK LAWRENCE BOWDEN,

Debtor.

**MOTION OF WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE  
FOR BANC OF AMERICA ALTERNATIVE LOAN TRUST 2005-6 MORTGAGE  
PASS-THROUGH CERTIFICATES, SERIES 2005-6 FOR RELIEF FROM THE  
AUTOMATIC STAY AND FOR LEAVE TO FORECLOSE MORTGAGE**

*The Debtor's Statement of Intention indicates that the Property  
which is the subject of this motion is to be surrendered.*

Wells Fargo Bank, National Association, as Trustee for Banc of America Alternative Loan Trust 2005-6 Mortgage Pass-Through Certificates, Series 2005-6 (hereinafter referred to as the "Movant"), a secured creditor, hereby moves this Court for Relief from the Automatic Stay pursuant to Bankruptcy Rules 4001 and 9014 and 11 U.S.C. Section 362(d) and for leave to foreclose a certain mortgage encumbering the property owned by the Debtor, known as *34 Misty Lane a/k/a 491 Route 202, Barrington, NH 03825*. In support of this Motion, Movant states as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. 1334 and 28 U.S.C. 157(b)(2)(G). This case relates to a case under Title 11 of the United States Code (the "Bankruptcy Code"). This proceeding is a "core" proceeding as this term is defined in the Code.
2. On May 16, 2019, Patrick Lawrence Bowden (hereinafter referred to as the "Debtor") filed a voluntary Chapter 7 Petition in Bankruptcy.
3. Movant is the current holder of a certain mortgage given by the Debtor (a/k/a Patrick L. Bowden) and by Mary E. Bowden (hereinafter referred to as the "Co-Debtor") to Bank of America, N.A. in the original principal amount of \$184,300.00 dated April 15, 2005 and recorded

at Strafford County Registry of Deeds in Book 3173, Page 492 (the "Mortgage"). A copy of the Mortgage is attached hereto as Exhibit A.

4. The Mortgage secures a promissory note of even date and original principal amount given by the Debtor and Co-Debtor to Bank of America, N.A. (the "Note") of which Movant is the current holder. A copy of the Note is attached hereto as Exhibit B.
5. Bank of America, N.A. assigned the Mortgage to Nationstar Mortgage LLC by assignment dated October 17, 2013 and recorded at Strafford County Registry of Deeds in Book 4179, Page 165, a copy of which is attached hereto as Exhibit C. Nationstar Mortgage LLC, in turn, assigned the Mortgage to the Movant by assignment dated March 18, 2019 and recorded at Strafford County Registry of Deeds in Book 4642, Page 526, a copy of which is attached here to as Exhibit D. The current loan servicer for the Movant is Nationstar Mortgage LLC d/b/a Mr. Cooper.
6. The Mortgage encumbers real property known as *34 Misty Lane a/k/a 491 Route 202, Barrington, NH 03825* (hereinafter referred to as the "Property"). Copies of the Mortgage and Note are attached hereto as Exhibit A and Exhibit B respectively. The Mortgage is in first lien position. Aside from the Property, there is no other collateral securing the Debtor's obligation to Movant.
7. The Debtor has defaulted on the Note and Mortgage by failing to make regular payments to Movant. As of May 20, 2019, the balance due Movant on the Note was approximately \$142,983.63 (may not include negative escrow balances or recent escrow advances). The full amount of the Movant's claim together with allowable post-petition interest, reasonable attorney fees, court costs, and other recoverable expenses is secured by the Mortgage.
8. According to the Debtor's Schedules, the fair market value of the Property is \$185,000.00. Accepting the Debtor's valuation for purposes of this motion only, the liquidation value of the Property is \$174,556.25 based upon a usual and customary broker's commission of \$9,250.00 (5% of stated fair market value), deed stamps of \$693.75 (seller's one-half), and \$500.00 in miscellaneous estimated closing costs.
9. As of May 20, 2019, the Debtor's mortgage account is due for the November 1, 2018 contractual due date. The current monthly payment is \$1,616.65, subject to such subsequent adjustment as may be specified in the Note.
10. As of May 20, 2019, the Debtor owed Movant a total contractual arrearage of \$11,971.05 calculated as follows:

- 5 Monthly Payments (11/1/18 - 3/1/19) at \$1,561.35/mo.	\$7,806.75
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- 2 Monthly Payments (4/1/19 - 5/1/19) at \$1,616.65/mo.	\$3,233.30
- Motion Fees and Costs	\$931.00

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**Total Contractual Arrearage: \$11,971.05**

11. In addition to the Mortgage to Movant, there are outstanding liens on the Property as follows:

<u>Lien</u>	<u>Type</u>	<u>Amount</u>	<u>Book/Page</u>
Movant	Mortgage	\$142,983.63	3173/0492
Town of Barrington, NH	Lien/Taxes	\$2,244.00	Per Debtor's Schedules

The total of all liens on the Property is approximately \$145,227.63.

12. Movant is entitled to Relief from the Automatic Stay for cause pursuant to Section 362(d)(1) of the Code inasmuch as the Debtor has failed to make regular monthly mortgage payments to the Movant in violation of the terms of the Note and Mortgage.<sup>1</sup>

WHEREFORE, Movant requests that this Honorable Court:

- (a) Grant Movant Relief from the Automatic Stay pursuant to 11 U.S.C. Section 362(d) and for leave to Foreclose Mortgage, allowing Movant, its successors or assigns to foreclose said mortgage (including, at its sole option, leave to accept a deed-in-lieu of foreclosure from the Debtor, their heirs, successors, assigns or transferees); and for it or a third party purchaser to prosecute summary process proceedings to evict any persons residing in the Property.
- (b) In the alternative, order the Debtor to provide Movant with adequate protection of its claim; and
- (c) Grant such other Relief as this Honorable Court may deem just.

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<sup>1</sup> Attached are redacted copies of any documents that support this Motion, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.

Date: June 6, 2019

Respectfully submitted,  
Wells Fargo Bank, National Association, as Trustee for  
Banc of America Alternative Loan Trust 2005-6  
Mortgage Pass-Through Certificates, Series 2005-6  
By its attorney,

/s/ Marcus Pratt  
Marcus Pratt, Esquire  
NH Bar #21206, BNH #07275  
Korde & Associates, P.C.  
900 Chelmsford Street, Suite 3102  
Lowell, MA 01851  
Tel: (978) 256-1500  
bankruptcy@kordeassociates.com